

SECOND RENEWAL OF LEASE AGREEMENT

This Second Renewal of Lease Agreement (the "Second Renewal") is being made this 13th day of January, 2008, between Circle Properties Inc. ("Lessor") and Montgomery County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("Lessee"). (The Lessor and the Lessee together the "Parties.")

WHEREAS, the Parties entered into a Lease Agreement dated October 15, 1997 (the "Lease") for premises described as 1,695 square feet of space on the third floor of the building located at 47 State Circle, Annapolis, Maryland 21401 (the "Premises"); and

WHEREAS, the Lease Term as extended by the First Renewal expires on December 7, 2007; and

WHEREAS, the Parties desire to amend the Lease by extending the term of the Lease for an additional Five (5) year period and adjusting the rent; and

WHEREAS, the Parties desire to amend the terms and conditions of the Lease to reflect the extension of the Term and other minor amendments to the Lease as modified by the First Renewal;

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions: Unless otherwise set forth in this Second Renewal to Lease, all capitalized terms shall have the same meanings as set forth in the Lease.

2. Term: Section 2 of the Lease is hereby amended by adding the following to the end of the Section as a new paragraph:

"The Lease Term shall hereby be extended for a period of (5) years, commencing December 8, 2007 and expiring, unless sooner terminated pursuant to the terms of the Lease, on December 7, 2012 (the "Extended Term"), upon the same terms and conditions as the Lease, except as otherwise set forth below."

3. Rent: Section 3 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

"The Lessee shall pay or cause to be paid to the Lessor the annual and monthly amounts listed in the following schedule during the Extended Term:

	<u>Annual</u>	<u>Monthly</u>
Year 1	\$55,866.09	\$4,655.51
Year 2	\$57,542.07	\$4,795.17
Year 3	\$59,268.33	\$4,939.03
Year 4	\$61,046.38	\$5,087.20
Year 5	\$62,877.77	\$5,239.81

All payments are to be made in advance of the first day of the month, during each lease year, and shall be payable to Circle Properties, Inc., 13 Chesapeake Landing, Annapolis, Maryland 21403. In the event that the Lease is terminated prior to the end of any full lease year, the annual rent shall be adjusted accordingly.”

4. Property Damage and Liability Insurance: Section 10 (c) of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

“The Lessee agrees to hold harmless and defend the Lessor from and against any and all damages arising solely out of the Lessee’s use of the Premises which are caused by any negligent act or omission of the Lessee, or its employees, except to the extent that claims arise from the negligent acts or omissions of the Lessor, the Lessor’s employees, and contractors. Any indemnification given by the Lessee is subject to the notice requirements and damages limitations stated in the County Indemnification Statutes, as amended from time to time.

The Lessor agrees to hold harmless and defend the Lessee from and against any and all damages arising solely out of the activities on the Premises which are caused by any negligent act or omission of the Lessor, or its employees, except to the extent that claims arise from the negligent acts or omissions of the Lessee, or the Lessee’s employees.”

5. Mail Notices: Section 31 of the Lease is hereby amended by deleting the Lessee’s Address in its entirety and adding the following in lieu thereof:

COUNTY: Montgomery County, Maryland
Department of Public Works & Transportation
Office of Real Estate
101 Monroe Street, 10th Floor
Rockville, Maryland 20850

With a copy, that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

6. Non-Discrimination: Section 22 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

“The Lessor agrees to comply with the non-discrimination in employment policies in County contracts as required by Sections 11B-33 and Chapter 27 of the Montgomery County code (2004), as amended, as well as all other federal, state, and local laws, rules, and regulations regarding discrimination. By signing this Lease Amendment, the Lessor assures the County that in accordance with applicable law, it does not, and agrees that it will not engage in any discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.”

7. Public Employment: Section 25 of the Lease is hereby amended by deleting the paragraph in its entirety and adding the following in lieu thereof:

“Lessor understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.”

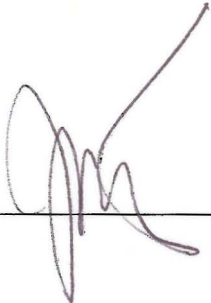
8. This Second Renewal is incorporated into the Lease and shall be deemed a part thereof.

9. Any provision of the Lease and First Renewal not expressly modified by this Second Renewal shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

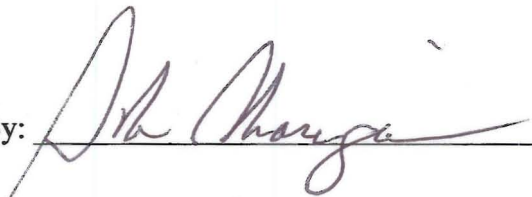
IN WITNESS WHEREOF, the Parties hereto have caused this Second Renewal of Lease Agreement to be properly executed.

WITNESS:

By: 

LESSOR:

CIRCLE PROPERTIES, INC.

By: 

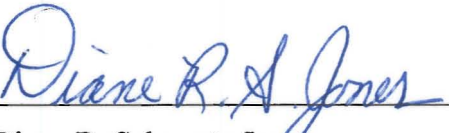
Date: 1/8/08

WITNESS:

By: 

LESSEE:

MONTGOMERY COUNTY, MARYAND

By: 

Diane R. Schwartz Jones
Assistant Chief Administrative Officer


Date: 11/13/08

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

Date: 12/5/2007

RECOMMENDED:

By: 

Cynthia L. Brenneman, Director
Office of Real Estate

Date: 11/13/07